

Rec. No 9334-B

9-201A932

RECORDATION NO. 9334-B Filed 1425

Interstate Commerce Commission
Washington, D.C.

JUL 20 1979 - 12 45 PM

Date JUL 20 1979

Fee \$ 10.00

Gentlemen:

INTERSTATE COMMERCE COMMISSION

ICC Washington

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20(c) of the Interstate Commerce Act), as amended, are the original and three counterparts of a Second Amendment to Equipment Lease dated as of March 15, 1979.

**

A general description of the railroad rolling stock covered by the enclosed document is set forth in Schedule 1 attached to this letter and made a part hereof.

The names and addresses of the parties are:

Lessor: Swindell-Dressler
Leasing Company, a
Delaware Corporation
200 South Michigan Avenue
Chicago, Illinois 60604

Lessee: Swindell-Dressler Energy
Supply Company, a
Delaware Corporation
200 South Michigan Avenue
Chicago, Illinois 60604

The undersigned is the Lessor mentioned in the enclosed document and has knowledge of the matters set forth herein.

Please return the original and two copies of the Equipment Lease to Kenneth G. Goldin, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

SWINDELL-DRESSLER LEASING COMPANY

By John F. Kelley OK
Its PRESIDENT WOE

Enclosures

**The enclosed document amends an Equipment Lease dated as of February 1, 1978 (Recordation Number 9334, recorded at 9:00 a.m. on April 19, 1978) which was amended by First Amendment to Equipment Lease dated as of July 1, 1978 (Recordation Number 9334-A, recorded at 3:00 p.m. on September 7, 1978).

DESCRIPTION OF EQUIPMENT

MANUFACTURER: Pullman Incorporated (Pullman-Standard Division)

PLANT OF MANUFACTURER: Bessemer, Alabama

DESCRIPTION OF EQUIPMENT: Two hundred sixty-five (265) 100-ton capacity quadruple open top, double automatic discharge door "Standard T-16" coal hopper railroad cars bearing Road Mark and Numbers SDEX 10373 to SDEX 10637, both inclusive.

SPECIFICATIONS: Manufacturer's Specification No. 1026 dated February 1, 1979, as revised.

PURCHASE PRICE: \$49,120.38 per item (\$13,016,900 for 265 items)

DELIVER TO: Swindell-Dressler Energy Supply Company

PLACE OF DELIVERY: Alliance, Nebraska

OUTSIDE DELIVERY DATE: July 31, 1979

7/20/79

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Kenneth G. Goldin, Esq.
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/20/79 at 12:45pm , and assigned recodation number(s). 9334-B & 9335-B

Sincerely/yours,


H. G. Homme, Jr
Secretary

Enclosure(s)

SE-30
(3/79)

RECORDATION NO. *9334-B* Filed 1425

JUL 20 1979 -12 45 PM

INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT TO EQUIPMENT LEASE

Dated as of March 15, 1979

Between

SWINDELL-DRESSLER LEASING COMPANY,

Lessor

and

SWINDELL-DRESSLER ENERGY SUPPLY COMPANY,

Lessee

SECOND AMENDMENT TO EQUIPMENT LEASE

THIS SECOND AMENDMENT dated as of March 15, 1979 (the "Second Amendment"), to Equipment Lease dated as of February 1, 1978, each between SWINDELL-DRESSLER LEASING COMPANY, a Delaware corporation (the "Lessor") and SWINDELL-DRESSLER ENERGY SUPPLY COMPANY, a Delaware corporation (the "Lessee").

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have heretofore executed and delivered that certain Equipment Lease dated as of February 1, 1978, as amended by the Amendment to Equipment Lease dated as of July 1, 1978 (said Equipment Lease as so amended being hereinafter collectively referred to as the "Lease"), providing for the lease thereunder by the Lessor to the Lessee of Equipment as therein defined; and

WHEREAS, the Lessor and the Lessee desire to further amend the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Lessor and the Lessee hereby agree:

SECTION 1. AMENDMENTS.

The Lease is hereby amended as follows:

(a) The definition of the terms "Equipment," "Item of Equipment" and "Item" set forth in Section 1 of the Lease shall be amended to read as follows:

"'Equipment' shall mean all, and 'Item of Equipment' or 'Item' shall mean each, of the Items of railroad rolling stock more fully described in Exhibits A-1, A-2, A-3 and A-4 attached hereto and made a part hereof and any Item substituted therefor pursuant to Section 13(b) hereof."

(b) The definition of the term "Manufacturer" and "Manufacturers" set forth in Section 1 of the Lease shall be amended to read as follows:

"'Manufacturer' shall mean each, and 'Manufacturers' shall mean both, of the Manufacturers identified in Exhibits A-1, A-2, A-3 and A-4 attached hereto and made a part hereof."

(c) The definition of the term "Note Agreements" set forth in Section 1 of the Lease shall be amended to read as follows:

"Note Agreements" shall mean: (i) the Note Agreements dated as of February 15, 1978, between the Lessor and Aetna Life Insurance Company, Union Mutual Life Insurance Company, Unionmutual Stock Life Insurance Co. of America and Southwestern Life Insurance Company, respectively; (ii) the Note Agreements dated as of March 15, 1979 between the Lessor and Public Employees' Retirement Association of Colorado and State of Wisconsin Investment Board, respectively; and (iii) any other Note Agreement or Note Agreements entered into by the Lessor with any Person or Persons pursuant to which a Note or Notes of the Lessor are to be issued and secured by the Indenture, as any of said Note Agreements may from time to time be supplemented or amended."

(d) The definition of the term "Pullman Guaranty" set forth in Section 1 of the Lease shall be amended to read as follows:

"Pullman Guaranty" shall mean the Guaranty Agreement, dated as of July 1, 1978, between Pullman and TUCO, as from time to time supplemented or amended."

(e) The definition of the term "Pullman-SDESCO Guaranty" set forth in Section 1 of the Lease shall be amended to read as follows:

"Pullman-SDESCO Guaranty" shall mean the Guaranty Agreement, dated as of February 1, 1978, in favor of the Lessor and the Security Trustees, as from time to time supplemented or amended."

(f) The date "July 31, 2003" which appears in Section 3 of the Lease shall be amended and changed to "July 31, 2004."

(g) The date "July 1, 2003" which appears in Section 4(a) of the Lease shall be amended and changed to "July 31, 2004."

(h) The second full sentence of Section 7 of the Lease shall be amended to read as follows:

"In any event, the Lessee will maintain (a) physical damage insurance on each Item of Equipment against loss or damage from any cause whatever (other than such causes as to which insurance coverage is not available to any Person) for the actual value of such Item of Equipment and in no event for less than the Loan Value for such Item of Equipment, subject to a deductible of not more than \$25,000 per occurrence or such greater amount as shall be approved in writing by the Lessor, and (b) comprehensive general public liability insurance with respect to each Item of Equipment against liability for bodily injury, death and property damage, in an amount for bodily injury and death of at least \$25,000,000 each occurrence, subject to a deductible

of not more than \$2,000,000 in the aggregate for all the Equipment, per occurrence."

(i) Section 13(b) of the Lease shall be amended in its entirety to read as follows:

"(b) Replacement of Equipment. When an Item of Equipment has suffered a Casualty Occurrence, the Lessee shall promptly, but in any event within one year after delivery of the notice with respect to such Casualty Occurrence, replace such Item with an Item of new standard gauge railroad equipment (the "Replacement Item") which shall be of the same character as the Equipment described in Schedule A-1, A-2, A-3 or A-4 hereto, which Replacement Item shall be of a quality and have a value and utility at least equal to that of the Item having suffered the Casualty Occurrence immediately prior to such Casualty Occurrence and which Replacement Item shall otherwise conform to the requirements of this Lease. Without limiting the foregoing, the Lessee shall at the time the Replacement Item is delivered hereunder, file with the Lessor and the Security Trustees in such number of counterparts as may reasonably be requested:

(i) a certificate of the President or a Vice President of the Lessee certifying that the Replacement Item is new standard gauge railroad equipment of substantially the same character as the Equipment described in Schedule A-1, A-2, A-3 or A-4 hereto, that it has been plated or marked as required by the provisions of Section 11(b) hereof and that the Replacement Item has a quality and value and utility at least equal to that of the Item having suffered the Casualty Occurrence immediately prior thereto;

(ii) an invoice marked paid by the seller of, and a bill of sale warranting to the Lessor good title free and clear of all liens and encumbrances whatsoever to, the Replacement Item, together with a supplement or amendment to this Lease and a Certificate of Acceptance in respect of the Replacement Item executed by the Lessee; and

(iii) an opinion of counsel for the Lessee to the effect that: (1) such bill of sale is valid and effective either alone or together with any other instruments referred to in and accompanying such opinion, to vest in the Lessor title to the Replacement Item free from all claims, liens, security interests and other encumbrances, (2) that a proper supplement or amendment to this Lease in respect of the Replacement Item has been duly authorized, executed and delivered by the parties thereto and is legal, valid, binding and enforceable in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforceability of creditors' rights generally,

(3) no consent, approval or authorization of any governmental authority is required on the part of the Lessee in connection with the execution and delivery of such supplement or amendment, and (4) such supplement or amendment (or financing statement or a similar notice thereof if and to the extent permitted or required by applicable law) has been filed for record or recorded in all public offices in the United States of America wherein such filing or recordation is necessary to protect the right, title and interest of the Lessor in and to the Replacement Item.

Upon compliance with the terms of this Section 13(b), the Lessee shall dispose of the Item having suffered the Casualty Occurrence upon the terms and in the manner contemplated by Section 13(d) hereof."

(j) Exhibit A-4 attached to this Second Amendment shall be and it is hereby added as a part of Exhibit A to the Lease.

(k) Exhibit C attached to the Lease is hereby deleted and Exhibit C attached to this Second Amendment is substituted in lieu thereof.

SECTION 2. MISCELLANEOUS.

(a) Except to the extent hereby amended and modified, the Lease is in all respects ratified, confirmed and approved.

(b) This Second Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one instrument.

(c) Whenever in any certificate, letter, notice or other instrument reference is made to the Lease, such reference without more shall include reference to this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their respective officers thereunder duly authorized and the corporate seals to be hereto affixed as of the day and year first above written.

[SEAL]

ATTEST:

Jerome F. Reszel
Its Jerome F. Reszel
Assistant Secretary

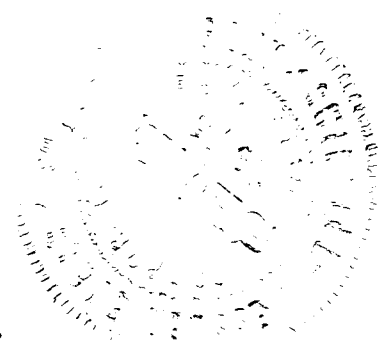

SWINDELL-DRESSLER LEASING COMPANY

By Wesley W. Foster
Its Wesley W. Foster
Vice President

LESSOR

[SEAL]

ATTEST:



Its Jim Bennett
Secretary

SWINDELL-DRESSLER ENERGY SUPPLY COMPANY

By J.J. Selepec
Its Vice President

LESSEE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day personally appeared Madeleine Smith, Vice President, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 19th day of July, A.D. 1979.

Kathleen E. Helman
Notary Public in and for
Cook County, Illinois

My Commission expires:

12-21-82

STATE OF Pennsylvania)
) SS
COUNTY OF Allegheny)

BEFORE ME, the undersigned authority, on this day personally appeared John J. Selepec, Vice President, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 17th day of July, A.D. 1979.

Patti A. Lydic
Notary Public in and for
Allegheny County, Pennsylvania

My Commission expires:

PATTI A. LYDIC, NOTARY PUBLIC

PITTSBURGH, ALLEGHENY COUNTY

MY COMMISSION EXPIRES APR. 4, 1983

Member, Pennsylvania Association of Notaries

DESCRIPTION OF EQUIPMENT

MANUFACTURER: Pullman Incorporated (Pullman-Standard Division)

PLANT OF MANUFACTURER: Bessemer, Alabama

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PURCHASE PRICE: \$49,120.38 per item (\$13,016,900 for 265 items)

DELIVER TO: Swindell-Dressler Energy Supply Company

PLACE OF DELIVERY: Alliance, Nebraska

OUTSIDE DELIVERY DATE: July 31, 1979

SCHEDULE OF LOAN VALUE

LOAN VALUE: The following percentage of the Purchase Price of an Item of Equipment shall constitute the Loan Value thereof as of, and for the calendar quarter next preceding, the respective dates set forth below:

9% Secured Notes due 1979-1998
of the Lessor

<u>Date of Determination</u>	<u>Loan Value</u>
January 1, 1979	80.00%
April 1, 1979	79.63
July 1, 1979	79.26
October 1, 1979	78.88
January 1, 1980	78.49
April 1, 1980	78.09
July 1, 1980	77.68
October 1, 1980	77.27
January 1, 1981	76.84
April 1, 1981	76.40
July 1, 1981	75.96
October 1, 1981	75.50
January 1, 1982	75.03
April 1, 1982	74.56
July 1, 1982	74.07
October 1, 1982	73.58
January 1, 1983	73.86
April 1, 1983	72.54
July 1, 1983	72.01
October 1, 1983	71.46
January 1, 1984	70.90
April 1, 1984	70.34
July 1, 1984	69.75
October 1, 1984	69.16
January 1, 1985	68.55
April 1, 1985	67.92
July 1, 1985	67.29
October 1, 1985	66.64
January 1, 1986	65.97
April 1, 1986	65.29
July 1, 1986	64.59
October 1, 1986	63.88
January 1, 1987	63.16
April 1, 1987	62.41
July 1, 1987	61.65
October 1, 1987	60.87
January 1, 1988	60.08
April 1, 1988	59.26
July 1, 1988	58.43

EXHIBIT C
(to Equipment Lease)

Date of DeterminationLoan Value

October 1, 1988	57.58%
January 1, 1989	56.71
April 1, 1989	55.82
July 1, 1989	54.91
October 1, 1989	53.98
January 1, 1990	53.03
April 1, 1990	52.06
July 1, 1990	51.07
October 1, 1990	50.05
January 1, 1991	49.01
April 1, 1991	47.95
July 1, 1991	46.86
October 1, 1991	45.75
January 1, 1992	44.62
April 1, 1992	43.46
July 1, 1992	42.27
October 1, 1992	41.06
January 1, 1993	39.81
April 1, 1993	38.54
July 1, 1993	37.25
October 1, 1993	35.92
January 1, 1994	34.56
April 1, 1994	33.18
July 1, 1994	31.76
October 1, 1994	30.31
January 1, 1995	28.82
April 1, 1995	27.31
July 1, 1995	25.76
October 1, 1995	24.17
January 1, 1996	22.55
April 1, 1996	20.89
July 1, 1996	19.20
October 1, 1996	17.46
January 1, 1997	15.69
April 1, 1997	13.88
July 1, 1997	12.03
October 1, 1997	10.13
January 1, 1998	8.19
April 1, 1998	6.21
July 1, 1998	4.19
October 1, 1998	2.12
January 1, 1999	. -
and thereafter	
during the	
storage period	

9.875% Secured Notes Due 1979-1999
of the Lessor

<u>Date of Determination</u>	<u>Loan Value</u>
1-1-80	79.67%
4-1-80	79.34
7-1-80	78.99
10-1-80	78.64
1-1-81	78.28
4-1-81	77.91
7-1-81	77.54
10-1-81	77.14
1-1-82	76.74
4-1-82	76.34
7-1-82	75.92
10-1-82	75.50
1-1-83	75.06
4-1-83	74.61
7-1-83	74.14
10-1-83	73.67
1-1-84	73.19
4-1-84	72.70
7-1-84	72.18
10-1-84	71.66
1-1-85	71.14
4-1-85	70.59
7-1-85	70.03
10-1-85	69.46
1-1-86	68.87
4-1-86	68.26
7-1-86	67.65
10-1-86	67.02
1-1-87	66.37
4-1-87	65.70
7-1-87	65.02
10-1-87	64.33
1-1-88	63.62
4-1-88	62.88
7-1-88	62.14
10-1-88	61.37
1-1-89	60.58
4-1-89	59.77
7-1-89	58.94
10-1-89	58.10
1-1-90	57.23
4-1-90	56.34

Date of DeterminationLoan Value

7-1-90	55.43%
10-1-90	54.50
1-1-91	53.54
4-1-91	52.56
7-1-91	51.55
10-1-91	50.52
1-1-92	49.47
4-1-92	48.38
7-1-92	47.28
10-1-92	46.14
1-1-93	44.98
4-1-93	43.79
7-1-93	42.57
10-1-93	41.32
1-1-94	40.03
4-1-94	38.72
7-1-94	37.38
10-1-94	35.99
1-1-95	34.58
4-1-95	33.13
7-1-95	31.65
10-1-95	30.13
1-1-96	28.57
4-1-96	26.98
7-1-96	25.34
10-1-96	23.66
1-1-97	21.94
4-1-97	20.18
7-1-97	18.38
10-1-97	16.53
1-1-98	14.63
4-1-98	12.70
7-1-98	10.70
10-1-98	8.66
1-1-99	6.58
4-1-99	4.44
7-1-99	2.25
10-1-99	